

Hollie Berry
Mayor

City of Red Bank

Tim Thornbury
City Manager

SPECIAL CALLED BOARD OF COMMISSIONERS MEETING

Agenda
May 7, 2021
4:15 p.m.

I. Call to Order – Mayor Hollie Berry

II. Roll Call – City Manager

Mayor Hollie Berry ____ Vice Mayor Stefanie Dalton ____, Commissioner Ruth Jenó ____,
Commissioner Ed LeCompte ____ Commissioner Pete Phillips ____

III. Invocation –

IV. Pledge of Allegiance –

V. ITEM FOR DELIBERATION AND VOTE

**A. RESOLUTION NO. 21-1407 A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF RED BANK, TENNESSEE, AUTHORIZING RETENTION OF THE SERVICES
OF SPECIAL COUNSEL ATTORNEY JOHN HARRISON**

**RETAINING EVANS, HARRISON, HACKETT AS SPECIAL LEGAL COUNSEL
FOR ALL MATTERS RELATED TO CITY MANAGER THORNBURY'S EMAIL AND
"SEPARATION AGREEMENT" DATED APRIL 16, 2021**

**VI. Citizen Comments from Red Bank Citizens
(3 minute limit)**

VII. Adjournment

"Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission and do not necessarily represent the religious beliefs or views of the Commission in part or as a whole. No member of /the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Commission."

RESOLUTION NO. 21-1407

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RED BANK,
TENNESSEE, AUTHORIZING RETENTION OF THE SERVICES OF SPECIAL COUNSEL
ATTORNEY JOHN HARRISON

WHEREAS, City Manager Tim Thornbury forwarded to the City Commission an email, together with a document entitled Termination Agreement, copies of which are attached as Exhibit A hereto, the legal effect and appropriate interpretation of which has been the topic of disagreement by and between the City Manager and various members of the City Commission; and

WHEREAS, the City Attorney, as of April 21, 2021, citing a conflict of interest, has recused himself from representation of the City and/or representation of the City Manager for all matters related to the documents attached hereto as Exhibit A; and

WHEREAS, the City Commission called and convened a Special Meeting on Monday, April 26, 2021, to address, among other items, “City Manager Contract” as to which issues related to the Public Notice and the limitations and parameters of the Special Called Meeting have been questioned, including, but not limited to, whether or not the City Commission had legal counsel present and available in the person of Signal Mountain City Attorney Harry Cash; and

WHEREAS, to alleviate procedural doubt, and legal concerns, the City Commission finds it appropriate to retain Special Legal Counsel for the limited but broadly stated purposes outlined herein below and so that such person can advise and give legal counsel to the City/City Commission accordingly.

NOW THEREFORE, be it resolved by the City Commission of the City of Red Bank, Tennessee as follows:

(1) That the City/City Commission hereby retains the services of attorney John Harrison, a licensed attorney in the State of Tennessee who meets all requirements of Section 6-21-201, et seq. of the City Charter, to represent and advise the City/City Commission, as special legal counsel, with respect to all legal matters, substantive and procedural, in any way related/pertaining to:

(a) All matters related to the City Manager’s email/letter/Agreement to the Commission dated April 16, 2021, copy attached hereto as Exhibit A; and

(b) The Specially Called Meeting of April 26, 2021, and all results, ramifications and/or consequences thereof.

(2) In accordance with Charter Section 6-21-201 the salary/compensation of such Special Counsel shall be at the hourly rate normally charged by attorney John Harrison for similarly situated clients, i.e. \$300 per hour, billable in increments of 1/10th of one hour, to be billed monthly, upon written invoice and paid in the normal course of business of the City of Red Bank.

(3) The term of Mr. Harrison's limited engagement authorized hereby shall extend for such period of time as shall be necessary to resolve and address all such matters is hereinabove stated and/or until such point in time that the City Commission shall notify Mr. Harrison that the term of the engagement is concluded.

ADOPTED by a vote of _____ ayes and _____ nays at the Specially Called Meeting of the City Commission on the 7th day of May, 2021.

Hollie Berry, Mayor

Date: _____

ATTEST:

Tracey Perry, City Recorder

Date: _____

EXHIBIT A
RES. 21-1407

From: Tim Thornbury [<mailto:tim@RedBankTN.gov>]
Sent: Friday, April 16, 2021 10:41 AM
To: Hollie Berry; Stefanie Dalton; Ellen Jeno (ruthjeno@epbfi.com); Pete Phillips;
Edredbank3@gmail.com
Cc: Arnold Stulce
Subject: Tim Thornbury

Warning! This message was sent from outside your organization and we are unable to verify the sender.

Dear Mayor and Commissioners:

As you know, I have loyally and honorably served the citizens of Red Bank for 35 years, culminating in my present work as City Manager.

Recently, I have sensed that some of you desire a new approach in the administration of the City, and that a change in the City Manager position would facilitate that new approach.

As a citizen and long-time employee of the City, I respect this desire, and see it as an opportunity for me to close out my career with the City in a mutually advantageous fashion and to further the greater good of the City and its citizens.

I have confidence that under your guidance, the administrative team that is in place will continue to move the City forward.

Understanding that there are a number of ongoing matters that my sudden departure would affect, such as the preparation of the budget, the Transportation Improvement Projects, the National Park Service Conversion, and the important day to day service that I provide as the City's building inspector, I have asked my attorney to prepare a short term sheet relating to my ceasing my role as city manager, but continuing to serve in important areas on an as-needed basis. I am providing that proposed agreement with this letter.

The terms we are proposing are less than the severance pay I would receive under Section 8 of my Employment Agreement, and should be considered in part compensation not only for my ongoing assistance to the City, but also to liquidate the obligation the City would have to me under the Employment Agreement.

Please see attachment for agreement.

Termination Agreement

1. Thornbury resigns as City Manager effective close of business May 7, 2021.
2. On an on-call basis, Thornbury agrees to assist the interim/City Manager and will answer to the interim/City Manager in all matters to include the preparation of the 2021 Budget, the seven Transportation Improvement Projects, the National Park Service Conversion requirements, and other transition matters and any other ongoing projects where Thornbury's knowledge or expertise would be of advantage to the City.
3. On an on-call basis, Thornbury agrees to continue Commercial building inspections for the City until either another inspector is hired or certified to conduct such inspections.
4. Thornbury's final day of obligation to the City for the on-call services listed above is March 31, 2022.
5. In return for these services, and in consideration of Thornbury's 35 years loyal service to the City, Thornbury will continue to receive his current level of compensation as provided in Section 3 of his Employment Agreement dated November 6, 2018 (compensation as automatically amended), the insurance and retirement benefits as provided in Section 4 of said Agreement, the vacation and sick leave as provided in Section 5 of said Agreement, and the automobile allowance as provided in Section 6 of said Agreement. These payments and benefits will cease as of March 31, 2022, except that Thornbury will be entitled to receive any and all benefits accorded by the City to retired employees. Accumulated and unused vacation time will be compensated at normal rates and accumulated unused sick leave will be reported to the TCRS, all as provided in Section 5 of the Employment Agreement.
6. The parties may amend this Agreement in a writing approved by the Commission at a duly advertised and conducted public meeting.

Jim Thornbury
4/16/2021